




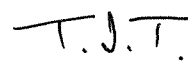
City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: May 9, 2006

TO: City Council

VIA: Dennis R. Halloway, City Manager 

FROM: T. Jarb Thaipejr, Public Works Director/City Engineer 

SUBJECT: Extension of Community Development Block Grant (CDBG)
City/County Delegate Agency Agreement

RECOMMENDATION

It is recommended that the City Council approve the 2006-2009 Community Development Block Grant (CDBG) City/County Delegate Agency Agreement.

BACKGROUND

The City of Loma Linda has participated in previous years with the County of San Bernardino Community Development Block Grant (CDBG) funds. The County Department of Economic and Community Development acts as an interfacing agency between the City and the U.S. Department of Housing and Urban Development (HUD) who disburse funds for these programs. The County assumes accountability with HUD, which includes preparing and submitting all grant related documents and complying with all Federal agencies.

The current Delegate Agency Agreement between the City and the County for implementing CDBG funded projects will expire on June 30, 2006. This new agreement will be effective from July 1, 2006, to June 30, 2009.



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. ECD	A	Contract Number
County Department Community Development and Housing			Dept. Orgn. CHD PROJ.		Contractor's License No.
County Department Contract Representative DOUGLAS PAYNE/Bryan Anderson			Telephone (909) 388-0990		Total Contract Amount \$N/A
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Delegate Agency Agreement					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date July 1, 2006	Contract End Date June 30, 2009	Original Amount	Amendment Amount
Fund SBA	Dept. ECD	Organization PROJ.	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No. 00000000
Project Name 2006-2009 CDBG City/County Delegate Agency Agreements Contract Type 2(b)			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D N/A N/A		

CONTRACTOR City of Loma Linda

Federal ID No. or Social Security No. N/A

Contractor's Representative Dennis Halloway, City Manager

Address 25541 Barton Road, Loma Linda, CA 92354-3125 Phone (909) 799-2810

Nature of Contract: (Briefly describe the general terms of the contract)

In Compliance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, the County executed Cooperation Agreements with thirteen (13) incorporated cities to qualify as an "urban county" through mutual cooperation to undertake or assist in undertaking essential community development and housing activities. This was accomplished on June 21, 2005, when said Agreements were executed for joint participation in the CDBG program for fiscal years 2006 through 2009.

Pursuant to Section 15 of the Cooperation Agreements, the Delegate Agency Agreements and their attachments are set forth to further implement the provisions of the Cooperation Agreements. They specify the procedures, sequences, responsibilities and forms to be used to carry out CDBG activities according to local, state and federal requirements. The Delegate Agency Agreements are specifically subordinate and supplementary to and concurrent with the Cooperation Agreements.

The attached Contract consists of 9 pages, and Attachments A, B, C and D.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) County Counsel Date _____	Reviewed as to Contract Compliance Date _____	Presented to BOS for Signature Department Head Date _____
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Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

COMMUNITY DEVELOPMENT BLOCK GRANT
CITY-COUNTY DELEGATE AGENCY AGREEMENT
For Fiscal Years 2006-07, 2007-08, 2008-09

This Agreement is made and entered into, by and between the County of San Bernardino hereinafter referred to as "COUNTY", and the City of Loma Linda, a municipal corporation and a political subdivision of the State of California located within the boundaries of San Bernardino County, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, COUNTY has been designated an "Urban County" by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", as that term is defined in Title I of the Housing and Community Development Act of 1974 as amended, hereinafter referred to as "ACT", and accordingly, COUNTY will administer a Community Development Block Grant (CDBG) program that includes the development of a Consolidated Submission of the HUD Housing and Community Development Grant Programs, hereinafter referred to as "CONSOLIDATED PLAN", which constitutes COUNTY's application for Federal assistance under said ACT; and,

WHEREAS, CITY and COUNTY have entered into a "Cooperation Agreement for Community Development Block Grant Funds", as part of COUNTY's CDBG Program, covering Fiscal Years 2006-07, 2007-08, and 2008-09, to which this is a subordinate and supplementary agreement per Section 15 (Other Agreements) of said Cooperation Agreement executed by these parties, dated June 21, 2005; and,

WHEREAS, COUNTY administers a CDBG program in cooperation with thirteen cities, and in the unincorporated areas of San Bernardino County, through County Department of Community Development and Housing, hereinafter referred to as "CDH"; and,

WHEREAS, CITY has the ability to manage and administer CDBG projects; and,

WHEREAS, CITY chooses to assume the responsibility of project implementation within its corporate limits in cooperation with COUNTY; and,

WHEREAS, both COUNTY and CITY seek to coordinate their efforts to maximize utilization of personnel and resources and increase efficiency and economies of scale in the planning and administration of the program hereinafter set forth.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. PURPOSE

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this Agreement is to implement the provisions of the Cooperation Agreement in carrying out CDBG activities that have been approved by COUNTY for CITY in accordance with CONSOLIDATED PLAN. The purpose will be accomplished pursuant to the requirements of the ACT, its regulations and other Federal, State and County laws and policies in the manner hereinafter set forth.

Unless specified otherwise, CDH shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof.

2. TERM

This Agreement shall become effective starting fiscal year 2006-07 that begins July 1, 2006 and shall continue in full force and effect through fiscal year 2008-2009 that ends on June 30, 2009. COUNTY may grant an extension of up to six (6) months of the effective period of this Agreement for the purpose of completing CITY's projects/activities that are underway and cannot be completed during the term of this Agreement. CITY must request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of the Agreement shall be in effect and continue in full force as prescribed in Section 9.

3. AUTHORIZATION OF PROJECT/ACTIVITY

CITY shall not initiate nor incur expenses for any CDBG funded project or activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY. Written authorization will be accomplished when Attachments A (Request to Initiate Project or Activity) and B (Project or Activity Description) of this Agreement have been completed for a CDBG funded project or activity and signed by CITY and countersigned by CDH. Any such authorized Project or Activity shall hereinafter be referred to as an "AUTHORIZED PROJECT".

4. IMPLEMENTATION OF AUTHORIZED PROJECT

CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and language contained in the Delegate Agency Construction Contract Provisions (Attachment D), and agrees to comply with all applicable local County, State and Federal regulations associated with the implementation of CDBG projects.

CITY may contract for all necessary services to complete AUTHORIZED PROJECTS described on its executed Attachment's A and B provided that contracts are submitted to and approved in writing by CDH prior to their execution. CITY Attorney is responsible for assuring and certifying that the AUTHORIZED PROJECT undertaken by CITY's contracting party complies with all applicable regulations and statutes, as amended, listed in Attachment C, Section IV.

5. MODIFICATION OF AUTHORIZED PROJECTS

All modifications to AUTHORIZED PROJECT must be pre-approved by COUNTY in order to be considered a part of AUTHORIZED PROJECT and eligible for reimbursement by COUNTY. CITY may request modification(s) to CDBG funding levels authorized by Attachment A or the pertinent Project Description (i.e. Scope of Activity) authorized by Attachment B. Upon receipt of a written request from CITY, and approval by COUNTY, COUNTY will revise Attachments A and B.

6. CONSOLIDATED PLAN AMENDMENT

Requests by CITY to add, delete or substantially modify an activity listed in CONSOLIDATED PLAN must be made in writing to COUNTY. Requests to add new activity(ies) must be accompanied by a CDBG project proposal application.

Substantial modifications are defined as follows: 1) a net increase of greater than \$25,000 for activities with an allocation listed in a published CDBG Action Plan, or as amended, in an amount of \$25,000 or less; or 2) a net increase or decrease greater than 100% of the activity allocation if the allocation is over \$25,000 as listed in a published Action Plan, or as amended; or 3) a net increase or decrease in the activity allocation greater than \$100,000; or 4) a change in the type of activity; or 5) a change in the location of the activity; 6) a change in the beneficiaries of the activity.

Requests for additions and substantial modifications will be reviewed by COUNTY for eligibility and compatibility with CONSOLIDATED PLAN. Additions, deletions and substantial modifications must be approved by CITY Council action and supportive documentation for said action must be sent to COUNTY. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of CONSOLIDATED PLAN.

7. COUNTY RESPONSIBILITIES

COUNTY, through CDH, is empowered to enforce all Federal regulations pertaining to CDBG funded projects undertaken by CITY under this Agreement. CITY recognizes that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified, under this Agreement. COUNTY will provide technical assistance to CITY in a timely and expeditious manner upon written request to the Director of CDH.

8. CONFORMANCE TO COUNTY PROCEDURES

Under this Agreement, CITY elects to be responsible for carrying out CDBG projects. However, in implementing said projects, CITY must perform all services and activities in accordance with Federal and State statutory requirements and with the policies and procedures established by the Board of Supervisors, and shall comply with the following:

A. COMMUNITY DEVELOPMENT ADMINISTRATOR

Upon COUNTY and CITY's mutual assent to this Agreement, CITY will designate a "Community Development Administrator" by filling in the name of said person in the space provided below. The Community Development Administrator is the responsible authority for all correspondence with COUNTY, the signatory on AUTHORIZED PROJECT Attachments A and B and shall advise the CITY council, CITY administration and CITY staff, as appropriate regarding the CDBG program. CITY may, by written notification as set forth below, change the Community Development Administrator.

CITY's Community Development Administrator for this Agreement is

_____ T. Jarb Thaipejr _____, TITLE: Public Works Director/CDBG Contact

B. FISCAL CONTACT PERSON

For purposes of this Agreement, CITY shall also designate a fiscal contact person by filling in the space provided below. The fiscal contact person shall be responsible for billing and fiscal procedures regarding the CDBG Program and will serve as the primary contact for technical fiscal matters. CITY may, by written notification as set forth below, change the fiscal contact person.

CITY Fiscal Contact person for this Agreement is

_____ Diana DeAnda _____, TITLE: Finance Director

- C. CITY shall be responsible for maintaining complete and separate fiscal accounts for CDBG funds which come under its control in such manner as to permit the reports required by COUNTY to be prepared therefrom and to permit the tracing of CDBG funds to their final expenditure. CITY will submit to CDH complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures.

9. MAINTENANCE AND OPERATION OF FACILITIES

CITY shall provide maintenance and operation for the life of any and all facilities constructed with CDBG funds under this Agreement that are CITY owned or operated, for the life of the facility, not less than twenty (20) years.

10. FUNDING LIMITS

CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated by CITY in AUTHORIZED PROJECTS Attachment A.

11. DISBURSEMENT OF FUNDS

All CDBG funds allocated to CITY'S AUTHORIZED PROJECT(S) shall be received from the Federal Government by COUNTY under ACT. CDH will disburse the funds to CITY on a cost reimbursement basis. Billing shall be accompanied by all pertinent source documentation to be presented to CDH by CITY on or about the first day of each month, allowing 15 days for payment on the part of CDH. COUNTY shall be entitled to retain from such funds such amount as is calculated as the direct costs (including, but not limited to, salaries, benefits, mileage, actual cost of materials, meals and other authorized expenses allowable under the Travel Code Section 13.0638 County of San Bernardino) incurred by COUNTY in implementing CITY's AUTHORIZED PROJECTS.

12. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs carried out by CITY, CITY's Contractor, or CITY's subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Agreement in a satisfactory or timely manner consistent with Federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY's performance. CITY shall then have a maximum of 10 days in which to remedy said deficiencies. Should approval of COUNTY not be obtained within said period, COUNTY shall have full authority to reallocate CITY's CDBG program funding to other eligible activities, which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

13. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CITY as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CITY shall retain the use of program income by returning program income to COUNTY and requesting project budget increases for activities authorized under this Agreement. Program income shall be returned to COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. CITY shall include the reports required by Section 14, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to CITY will be spent by CITY on only those costs authorized under this Agreement. All provisions of this Agreement shall apply to said use of program income funds. CITY shall account for the receipt and use of program income in such a way that program income is spent on AUTHORIZED PROJECTS before additional CDBG funds are spent.

Any program income on-hand when this Agreement expires or is received after such expiration, will be paid to COUNTY.

14. PROGRAM REPORTING AND RETENTION OF RECORDS

CITY agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CITY shall maintain such program, property, personnel, financial, statistical and other records, supporting documents and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CITY for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service, under the terms of this contract, is reported on for the final time. Said COUNTY submission will follow CITY's final submission to COUNTY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for the five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for the five (5) years or the number of years there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All CITY records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CITY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the CDH Director or his designee.

15. MONITORING

CDH Director or his designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which CONSOLIDATED PLAN has been implemented and measurable goals achieved, effectiveness of project management, and impact of the AUTHORIZED PROJECTS. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CITY under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. CITY will permit on-site inspection by COUNTY, and HUD representatives, and insure that its employees furnish such information, as in the judgment of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

16. ACCOUNTING

CITY must establish and maintain, on a current basis, an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.

17. AUDITS

CITY is required to arrange for an independent financial and compliance audit annually for each fiscal year during which Federal funds are received under this Agreement as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six (6) months after CDH's receipt of the audit report. An audit may also be conducted by Federal, State or Local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this Agreement cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to CITY CDBG AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG AUTHORIZED PROJECT allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.

18. REVERSION OF ASSETS

Upon Agreement termination CITY shall transfer to COUNTY all CDBG funds on-hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Agreement must continue in the use that provides the service benefits and national objectives for which it was funded until five years after expiration of this Agreement, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

19. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving their (30) days notice in writing to the other party. An agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of Federal Regulations at 24 CFR Part 85.44, Termination for Convenience. COUNTY CDH is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in HUD CDBG funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If CITY materially fails to comply with any term of this Agreement, COUNTY may take one or more of the actions provided under the Federal Regulation at 24 CFR Part 85.43, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such an event, CITY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

20. PROJECT ACKNOWLEDGMENT

Should CITY determine that the funding sources or the names of responsible public officials be displayed on a completed building or significant project, such identification should be acknowledged on a plaque, permanently mounted in an appropriate location, made of bronze or other appropriate material, acknowledging the funding source as the Department of Housing and Urban Development, San Bernardino County Community Development Block Grant. The current Board of Supervisors and the members of the City Council shall also be identified. In instances where multiple funding sources are utilized to construct a project, all funding sources shall be identified. The listing order of multiple funding sources identified on the plaque shall be the largest dollar amount first, the second largest dollar amount second, etc.

21. CONTRACT COMPLIANCE

CITY will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and Labor surplus Area Firms (a firm located in an area of high unemployment) are used when possible in compliance with provisions of Title 24 Code of Federal Regulations Part 85.36(e).

CITY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, County Policy 15-01, (Emerging Small Business Enterprise Program) and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

CITY shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CITY shall make every effort to employ residents of the area and shall keep a report of CITY staff positions that have been funded directly by, or as a result of this program.

22. DISCRIMINATION

During the performance of this Agreement, CITY agrees not to discriminate against any contractor or applicant for employment in performing work because of race, color, religion, sex or national origin. CITY further agrees to take affirmative action to ensure that its contractors employ and treat all employees during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, etc. CITY will cause contractor to comply with the provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. CITY shall require its contractor to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. STANDARDS OF CONDUCT

Pursuant to Office of Management and Budget Circular A-110 Attachment O and 24 CFR 570.611, Conflict of Interest, and 24 CFR Part 85.36, Procurement, CITY shall maintain a written code or standards of conduct that shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the CITY shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization, which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

CITY officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

CITY may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by CITY's officers, employees, or agents, or by contractors or their agents.

24. FORMER COUNTY OFFICIALS

CITY agrees to provide or has already provided information on former COUNTY Administrative Officials (as defined below) who are employed by or represent CITY. The information required includes a list of former COUNTY Administrative Officials, who terminated County employment within the last five (5) years and are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of CITY. For purposes of this provision, "COUNTY Administrative Official" is defined as a member of the Board of Supervisors or such Officer's staff, COUNTY Administrative Officer or member of such Officer's staff, COUNTY Department or Group Head, Assistance Department or Group Head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

25. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CITY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

26. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

CITY shall indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by each of CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Contract were improperly expended.

27. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against any liabilities arising out of their performance of the terms and conditions of this agreement.

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28. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of this Agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

COUNTY OF SAN BERNARDINO

CITY OF LOMA LINDA

By: _____
BILL POSTMUS, Chairman
Board of Supervisors

By: _____
FLOYD PETERSON, Mayor

Dated: _____

APPROVED AS TO FORM. THE TERMS
AND PROVISIONS OF THIS AGREEMENT
ARE FULLY AUTHORIZED UNDER STATE
AND LOCAL LAW AND THIS AGREEMENT
PROVIDES FULL LEGAL AUTHORITY
FOR COUNTY TO UNDERTAKE OR
ASSIST IN UNDERTAKING ESSENTIAL
COMMUNITY DEVELOPMENT AND
HOUSING ASSISTANCE ACTIVITIES,
SPECIFICALLY URBAN RENEWAL AND
PUBLICLY ASSISTED HOUSING.

ATTEST:

By: _____
PAMELA A. BYRNES-O'CAMB, City Clerk

Dated: _____

By: _____
MICHELLE D. BLAKEMORE for CDH
Deputy County Counsel

APPROVED AS TO FORM

By: _____
RICHARD HOLDAWAY, City Attorney

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Dated: _____

DENA SMITH
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____